BWY-2
1922.

4-21

G.R.(2)

Department of L.R

OFFICE Board of Revs

STATION Madras

Mis No. 17

Dated 5-1-22

To whom sent		Date	Initial.
	Given for copying		
	Copied		
	Examined		
	Signed		
	Given for despatch		
	Despatched	6/5	10.1.22
	Indexed		
Pages in the file	To be destroyed on		

(SUBJECT.)

Alienation — Land (S. Kanara) — Mangalore Th — Attavara Vge — Mangalore Ladies' club — Tenancy at will — Draft lease — approved — S.O. — Communicated

* Not to be filled in the case of permanent records.

IV Ref. P.R.2051/Rev. 20.

C3367

South Kanara Collector's Office,
Mangalore, dated 5th September 21

From

R. H. Ellis, Esq., I.C.S.,
Collector of South Kanara.

To

The Secretary to the Board,
Land Revenue, Madras.

I.

Reference:--B. P. 727 (Mis.) dated 29th June 1921, communicating G. O. No. 1417 Rev. dated 23rd June 1921, --- re:alienation--land (South Kanara) Mangalore Taluk--Attavar village--Mangalore Ladies' Club--Tenancy-at-will.

Draft lease deed prepared by the Government Pleader, Mangalore, in respect of the land is herewith submitted to the Board for favour of approval and return.

For Collector.

C 3367/21 (P1.C-6)

Note.

Plan the draft deed (pp 3-4) be submitted to Govt for approval.

recommended.

12-9-21

Alienation - Land ~~[redacted]~~ (S. Kannan) Mangalath Pk - Athavar Vgh - Mangalath Ladies' club - Tenancy at will - draft lease deed.

(I) Pl. — Read again, B.O. 1417 Mis Rev dt 23-6-21 P1C-6 C 3367 of 21. — A.

Refce. C 3367-21-1 dt 16.9.21

Submitted & recommended for approval.

19/9/21

The Secy to Govt: R.D with a draft deed (pp 3-4c) in duplicate.

for 19.9.21

3

Lease granted by R.H. Ellis Esquire, I.C.S., Collector of South Kanara, acting on behalf of the Secretary of State for India in Council in favour of Mrs. L. Sreshta, Honorary Secretary of the Mangalore Ladies' Club, dated .....

WHEREAS Government in its Order G.O. Mis. 1417, Revenue, dated the 23rd June 1921, has sanctioned to the Mangalore Ladies' Club the grant of a tenancy-at-will in respect of a plot of land measuring 1 acre and 18 cents situated in Attavar village in the town of Mangalore.

Now this indenture witnesseth that in consideration of the rent hereby reserved, and of the covenants and conditions herein contained, I, R.H. Ellis, Esquire acting on behalf of Government, do hereby demise and grant on lease to the Mangalore Ladies' Club that piece of land on the Light House Hill measuring one acre and 18 cents more specifically described in the schedule annexed hereto subject to the payment to Government by the lessee of an annual ground-rent of Rupees One hundred per acre revisable at any future resettlement and subject to the condition of Government having the right to resume the land at any time without cause shown on payment to the Committee of the Club of the reasonable value of the buildings standing on the ground at the time of resumption. The ground-rent herein reserved shall be regularly paid by the lessee by the 31st March of each year. Should there be

default in the payment of the rent on the due date, interest will be charged on the arrears at 12 per cent per annum. In case of default in the payment of the rent the lease will stand cancelled and Government may resume the land forthwith and recover the arrears on the responsibility of the improvements which shall always be primarily liable for the payment of the rent due to Government. The land leased shall not be assigned or sublet by the lessee at any time without the previous sanction of Government. Any infringement of the conditions herein contained shall render the lease liable to be determined by Government and the land resumed on payment of reasonable compensation for the buildings thereon.

Shedule.

District.	Taluk.	Village.	Extent and description of the land demised.	Boundaries.
1	2	3	4	5

Signed, sealed and delivered by the Collector of South Kanara.

Signed and delivered by the abovenamed Mrs. L. Shreshta, Honorary Secretary, Mangalore Ladies' Club.

Witnesses:-

(O/C)

K.C.K. 17/9.

C4113 ✓ 4 5

Government of Madras.

Revenue Department.

Memorandum No. 5218 D/21-4 dated the 9th November 1921.

Alienation - land (South Kanara) - Mangalore taluk - Attavur village - Mangalore Ladies' club - Tenancy-at-will - draft lease - Reference from the Board of Revenue, Land Revenue, C.3367-21-1 dated 16-9-1921.

The Board of Revenue is requested to obtain and forward to the Government Solicitor, Madras direct a copy of the Memorandum and Articles of Association of the Mangalore Ladies Club.

(By order)

P.T.Srinivasa Achariyar,
Ag. Under Secretary to Government.

To the Board of Revenue, Land Revenue.

" " Government Solicitor,

with reference to his letter No.1455
dated 5-11-1921.

Forwarded to the Board of Revenue, Land Revenue

(By order) L. Raghavaiyangar 16.11.21

SUPERINTENDENT.

P.P.H.10/11.

pict. Read 3367/21 — 9.

pp3 - Mach. C 4113/21 — B

Refer C 3367-21-27 15 11 21.

The Collr of S. Kanara is requested to obtain & Submit at an early date a copy of the Memorandum and Articles of Association of the Mangalore Ladies' Club".

14.11.21.

F.O.

Collr: of S Kanara

Ref P.R.No.2051/Rev.20. South Kanara Collector's office

Mangalore, 23rd.November 1921.

R4351

From

R. H. Ellis, Esquire, I.C.S.,

Collector of South Kanara.

To

The Secretary to the Board, Land Revenue,

M a d r a s.

28/11/21

Board's reference No.3367-21-2, dated 15-11-21 - alienation - Land -(South Kanara)Mangalore Taluk - Attawar village - Ladies' club - Tenancy - at will.

A copy of the Memorandum and Articles of Association of the Mangalore Ladies' club is herewith submitted.

For Collector.

1-10 KWS 9/11

Subject:- Land - C.S. Kasaragod - Mangalore Taluk - Allotment in favour of Mangalore Ladies Club - Temporary - Withdrawn - "Articles of Association".

Ref:- C4351—B.

Reference: No. C3367-21-3 dt 1-12-21

Ref: Memorandum from Govt. No PSC-6. 5218 D-21-4 dt 9-11-21.

× × ×

A copy of the Memorandum & Articles of Association of the Mangalore Ladies Club Ltd forwarded to the Govt: Solicitor with reference to the order of Govt. in the memorandum quoted above.

29-11-21 SR 29/11/21

30.11.4

1. The Govt: Solicitor with a Govt (PSC-6) 2-12-21

Copy to Govt: Rd.

1328/D5 1/5 4/12/21

Sect. II-26 (a)—29,692—11-2-21.

BOARD OF REVENUE
3 JAN 1922
LAND REVENUE DEPT.
MADRAS

Received ... 192 ... *Registered* ... 192

Abstract.

Alienation - land (South Kanara) - Mangalore Taluk, Attavur village

Mangalore Ladies' Club - Tenancy-at-will - Draft lease - Approved

Revenue DEPARTMENT.

G.O. No. Mis. 2890, dated 27th December 1921.

ENCLOSURES.

No. .....

.....

READ the following papers:—

Reference from the Board of Revenue, Land Revenue, No. C.3367-21-1, dated 16th September 1921.

Official Memorandum to the Government Solicitor, Madras, No. 5218-D/21-2, dated 21st October 1921.

Letter from the Government Solicitor, Madras, No.1414, dated 29th October 1921.

Official Memorandum to the Government Solicitor, Madras, No. 5218-D/21-3, dated 2nd November 1921.

Letter from the Government Solicitor, Madras, No.1455, dated 5th November 1921.

Official Memorandum to the Board of Revenue, Land Revenue. No. 5218-D/21-4, dated 9th November 1921.

Reference from the Board of Revenue, Land Revenue, No. C.3367-21-3, dated 1st December 1921.

Letter from the Government Solicitor, Madras, No.1638, dated 6th December 1921.

Letter from the Government Solicitor, Madras, No.1678, dated 13th December 1921.

****

ORDER.

The Government approve the draft lease deed prepared by the Government Solicitor, Madras, as amended and annexed to this order. The full names and addresses of the President and Members of the Committee of the Mangalore Ladies'Club must be entered in the

the blank left for the purpose on the first page of the draft lease deed. The lease deed need not be registered. The sum of Rs.50/- being the fee of the Government Solicitor for preparing the lease should be recovered from the Mangalore Ladies Club and remitted to the Government Solicitor.

(By Order)of the Governor in Council)

P.T. Srinivasa Achariyar,

Ag. Under Secretary to Government.

To The Board of Revenue, Land Revenue,
with one draft lease deed in original and
Memorandum and Articles of Association of
the Mangalore Ladies Club returned.

Copy to the Government Solicitor, Madras.

****

Forwarded to the Board of Revenue, Land Revenue.

(By Order)

S. Raghavaiyangar 2.1.22.

Superintendent.

V:K/30-12-21.
PPM

******

ANNEXURE.

This I N D E N T U R E made the day of 1921 B e t w e e n THE RIGHT HONOURABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL hereinafter called the Lessor which expression where the context so admits shall include his successors in office and assigns of the one part and

being the President and members of the Committee of the Mangalore Ladies Club hereinafter called "the Lessees" which expression shall be deemed to mean and include the said President and Members and all other the persons who for purposes of Section 5 of Act XXI of 1860 of the Government of India shall be the Committee of the Mangalore Ladies Club of the other part

W H E R E A S the Lessor has agreed to grant to the lessees a lease of the piece or parcel of land particularly mentioned and described in the schedule hereto upon the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the rent hereinafter reserved and of the covenants and agreements by the lessees hereinafter contained ~~THE~~ He the lessor doth hereby demise unto the lessees ALL THAT piece or parcel of land on the Light House Hill in the village of Attever in the town of Mangalore measuring one acre and eighteen cents and more particularly described in the schedule hereunder written TO HAVE AND TO HOLD the demised premises unto the lessees from the day of one thousand nine hundred and twenty one subject to determination as is hereinafter contained YIELDING AND PAYING therefor the yearly rent of ~~Rxxxxx~~ Rs.118/- per annum and revisable at any future re settlement ~~such rent~~ to be paid on or before the 31st day of March in every year the first yearly payment to be made on or before the day of 192 and the said

yearly rent to be paid clear of all deductions AND the lessees do hereby covenant with the lessor as follows:-

1. To pay the said rent hereinbefore reserved at the times and in manner aforesaid and any revised rent

2. To pay on all arrears of rent interest at the rate of 12 per cent per annum.

3 To use the demised premises only for purposes connected with the Mangalore Ladies Club.

4. That no buildings shall be erected on the demised land unless the plans and designs shall have been approved by the Collector for the time being of South Kanara before the buildings shall be commenced.

5. Not to assign underlet or part with the possession of the demised land or any part thereof without the consent in writing of the lessor or his authorised officers first obtained.

6. To yield up the demised land at the determination of the tenancy in good condition in accordance with the covenants herein contained

A n d the lessor doth hereby covenant with the lessees as follows:-

1. That the lessees paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on their part contained shall peaceably hold and enjoy the demised premises without

any interruption by the lessor or any person rightfully claiming under or in trust for him.

2. On the determination of the lease to pay reasonable compensation to the lessees for the buildings erected on the land by the lessees but for no other kind of improvement whatsoever.

PROVIDED ALWAYS and it is expressly agreed by and between the parties hereto as follows:-

1. If the rent hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the lessees part herein contained shall not be performed or observed or if the lessees or the Mangalore Ladies Club shall go into liquidation whether voluntary or compulsory then and in any of the said cases it shall be lawful for the lessor at any time thereafter to reenter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine but without prejudice to the right of the action of the lessor in respect of any breach of the lessees covenants herein contained

2. If the Lessor shall desire to determine the present demise and shall give to the lessees such reasonable notice in writing as he shall in his discretion think fit of such his or its desire then immediately on the expiration of such notice the present demise and everything herein contained

contained shall cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant.

IN WITNESS whereof R.H. Ellis Collector of South Kanara by and under the direction of His Excellency the Governor of Madras acting for and on behalf of the lessor has hereunto set his hand and seal and
the lessees have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land situate at

in the Registration Sub District of
in the Registration District of
and bounded on the North by
on the South by
on the East by
and on the West by
bearing S.No. and containing by admeasurement one acre and eighteen cents be the same more or less.

Signed sealed and delivered by the abovenamed R H Ellis in the presence of----------

SIGNED sealed and delivered by the abovenamed in the presence of ----------

SIGNED sealed and delivered by the abovenamed in the presence of ----------

SIGNED sealed and delivered by the abovenamed in the presence of ----------